

# List of Terms and Conditions for Corporate Clients

## ING Bank N.V., Hungary Branch

Effective as of February 20<sup>th</sup>, 2020.

The terms and conditions set forth in this List of Terms and Conditions shall apply to those corporate clients (corporate clients shall include all persons other than private individuals) of ING Bank N.V. Hungary Branch (1068 Budapest, Dózsa György út 84/B., the "Bank") which have entered into agreement with the Bank relating to account keeping or certain other banking services (guarantee, letter of credit, collections etc.) and the relevant agreement refers to the application of this List of Terms and Conditions. With the aforementioned effective date the present List of Terms and Conditions replace the previous List of Terms and Conditions of ING Bank N.V. Hungary Branch effective from 16<sup>th</sup> December 2019.

### I Interest on Balances

#### I a. Sight Interest Rates on Current Accounts

Hungarian Forint account  
Foreign currency account

#### Fee

HUF – Overnight BUBOR - 3%  
EUR – 1 Month EURIBOR -0,10%  
USD – Overnight LIBOR – 1,5%  
GBP – Overnight LIBOR – 0,8%  
JPY – Overnight LIBOR -0,10%  
CHF – Overnight LIBOR -2,5%  
CZK – Overnight PRIBOR -0.5%  
RON – Overnight ROBOR -5%  
RUB – Overnight MOSPRIME -15%  
PLN – Overnight WIBOR -4%  
SEK – Overnight ING (SEK) – 0,10%  
DKK – Tomorrow Next ING (DKK) – 0,10%

All interest rates listed above are linked to a reference rate (which are available on ING Trade, Bloomberg and Reuters). The determination (fixing) of the interest rate shall be based on the reference rate published on the second business day before the last business day of the month immediately preceding the relevant calendar month in respect of EUR currency; on the first business day before the relevant day (or if the relevant day is not a business day, on the second business day before the relevant day) in respect of DKK currency; and on the relevant day (or if the relevant day is not a business day, on the first business day before the relevant day) in respect of all other currencies.

In currencies not mentioned above the Bank also applies a sight interest rate linked to reference rate, the reference interest rate is the rate of interest available in the main market of the concerned currency quoted for overnight deposits and the sight interest rate shall be the applicable reference rate reduced by 9 %.

With respect to accounts kept in EUR, CHF, DKK, SEK and JPY currencies if the interest rate applicable to any of such accounts is negative the Bank will charge to the client and the client shall pay to the Bank the amount of interest calculated on the daily credit balance of the relevant account. Such amount shall be calculated at the interest rate and due and payable monthly in arrears.

#### I b. Term Deposits

Minimum HUF amount to deposit

min HUF 25,000,000 and for one week and shorter period min HUF 50,000,000

Term deposit orders with special interest rate

minimum amount EUR 100,000 or its currency equivalent

#### I c. Exchange Rates

In case of payment and transfer order with conversions the Bank executes them by using the Foreign Exchange Rates fixed at the booking date. Spot Rate Special Agreements' execution is linked to the international foreign exchange market operation (taking into account the foreign currency holidays). On foreign currency holiday the Bank reserves the right to refuse the Spot Rate Special Agreement.

Foreign Exchange Rates are reference rates, which are fixed by the Bank at least four times a day, based on the interbank foreign exchange rates (average of Reuters D2 BID, OFFER plus ING foreign exchange rate margin). The first fixing shall take place between 8:30 a.m. and 9:00 a.m. (Budapest time) on a banking day.

Such rate shall be applicable to payment transactions of which the payment orders are accepted after cut-off time on the immediately preceding banking day, but before the second exchange rate is fixed on the actual banking day. This rate shall also be applicable for incoming transactions that arrive after cut-off time on the immediately preceding banking day, but before the second exchange rate is fixed on the actual banking day.

The second fixing shall take place at 12:00 p.m. (Budapest time) on a banking day. Such rate shall be applicable to payment transactions of which the payment orders are accepted after the second exchange rate is fixed, but before the time of fixing the third exchange rate. This rate shall also be applicable for incoming transactions that arrive after the second exchange rate is fixed, but before the time of fixing the third exchange rate.

The third fixing shall take place between 15:00 and 15:30 (Budapest time) on a banking day. Such rate shall be applicable for incoming payments accepted after the third exchange rate is fixed, but before the time of fixing the fourth exchange rate. This rate shall also be applicable for incoming transactions that arrive after the third exchange rate is fixed, but before time of fixing the fourth exchange rate.

The fourth fixing shall take place between 16:00 and 16:30 (Budapest time) on a banking day. Such rate shall be applicable for incoming payments accepted after the fourth exchange rate is fixed, but before cut-off time on the same banking day. This rate shall also be applicable for incoming transactions that arrive after the fourth exchange rate is fixed, but before cut-off time on the same banking day.

In case it is justified by a significant fluctuation of the exchange rates occurred between the above mentioned time of fixing (i.e. the difference between the Reuters D2 BID, OFFER average and the last fixing of the ING mid-rate exceeds 0,25% of the ING mid-rate), the Bank reserves the right to quote new exchange rates as per the above methods and apply it to transactions until the immediately subsequent exchange rate is fixed.

Upon request, the Bank provides further information about Foreign Exchange Rates.

In case of cash desk transactions (cash deposit, cash withdrawal) with conversion the Bank executes by using the Cash Desk Foreign Exchange Rates fixed at the booking date. Cash Desk Foreign Exchange Rates are fixed and published at 8:00 a.m. every banking day, based on the daily foreign exchange rates (average of Reuters D2 BID, OFFER plus ING foreign exchange rate margin).

In case of corporate card transactions executed in foreign currencies the relevant MasterCard foreign exchange rates shall prevail. When debiting the sum of card transactions related to the use of ING Bank NV Amsterdam's Corporate card, the Bank applies the mid-rate prevailing on the debit date.

The actual Foreign Exchange Rates are published through the Bank's webpage and the InsideBusiness Payments Hungary system.

The following currencies are fixed by the Bank: USD, EUR, CHF, GBP, JPY, AUD, CAD, DKK, NOK, RUB, SEK, CZK, PLN, HKD, HRK, NZD, RON, SGD, THB, TRY, ZAR, ILS, BGN, BRL, ISK.

Cash rates are fixed in the following currencies: USD, EUR, CHF, GBP, JPY, AUD, CAD, DKK, NOK, SEK, CZK, PLN. Spot Rate Special Agreement shall be concluded with the Treasury Sales Department.

Spot Rate Special Agreement is available in the following currencies: USD, EUR, CHF, GBP, JPY, AUD, CAD, DKK, NOK, RUB, SEK, CZK, PLN, HRK, NZD, RON, TRY, ZAR.

#### **I d. Interest on Unauthorised Utilisation of Overdraft Facility**

If, for any reason, any of the clients' accounts kept with the Bank shows a negative (debit) balance or, in the event of an overdraft arrangement between the Bank and the client, the debit balance of the relevant account exceeds the permitted limit approved for the client, unauthorized overdraft interest shall be accrued on the amount of such debit balance or of such excess, as the case may be. The unauthorized overdraft interest rate shall equal to the prevailing base rate of the National Bank of Hungary plus 7% p.a. In case of current accounts kept in foreign currency the unauthorized overdraft interest rate is the relevant LIBOR quoted in the prevailing foreign currency plus 7% p.a.

#### **I e. Replacement of reference rate**

In case (i) the methodology, formula or other means of determining any of the reference rate applied by the Bank under this List of Terms and Conditions has materially changed, or (ii) the administrator of the reference rate announces that (a) it is insolvent or that it shall cease to provide the reference rate with immediate effect (and there is no successor administrator) or (b) the reference rate may no longer be used or shall be indefinitely or permanently discontinued, the Bank, upon a written notice sent to the client, shall be entitled to apply a replacement base rate ("**Replacement Base Rate**") selected by the Bank in its sole reasonable discretion as a replacement of the reference rate.

The Bank, if possible, will select such a rate as Replacement Base Rate, which (a) is implemented, designated or recommended as a replacement by the administrator of the reference rate or a central bank or any other supervisory or regulatory authority; or (ii) is generally accepted in the international or domestic loan markets as the appropriate successor to the reference rate or otherwise an appropriate successor to the reference rate.

In case the Replacement Base Rate selected by the Bank and applied as a replacement of the reference rate is not acceptable to the client for any reason, the client shall be entitled to terminate the framework contract, as defined in the Act LXXXV of 2009, with a 30 days prior written notice, sent to the Bank within 15 days from the receipt of the abovementioned notice of the Bank. In this case the Bank and the client shall be obliged to settle up with each other by the end of the termination period, at the latest, and the client shall be obliged to fully repay its outstanding total debt to the Bank. Should the client fail to exercise its right of termination within the above mention period of 15 days, the application of the Replacement Base Rate shall be considered to be accepted by the client

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**II Fee Structure (By Type of Payment)****Fee**

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Hereinafter, templates shall mean the templates set out in the MNB Decree No. 35/2017. (XII.14.).

The total amount of fees to be paid on transfers set out in this Chapter II shall be the sum of the below mentioned fees plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective Act CXVI of 2012 on the Transaction Duty.

**II a. Hungarian Forint Payment (per item)**

Credit in HUF	free of charge
In-house transfer	free of charge
HUF transfer to the beneficiary's account kept with another Hungarian bank (including the transfer orders denominated in HUF and qualifying as instant transfer order)	0.1%, min. HUF 250
Transactions through the VIBER (RTGS) system	0.1%, min. HUF 250 + HUF 20,000
HUF transfer to the beneficiary's account kept in abroad	0.15%, min. EUR 30
Urgent HUF transfer to abroad	HUF transfer to abroad fee + EUR 100

**II b. Foreign Currency Payments (per item)**

Credit in foreign currency	EUR 6
Credit in foreign currency (SEPA)	free of charge
In-house transfer	free of charge
Conversion	free of charge
Single payment order	0.15%, min. EUR 30
SEPA payment	0.1%, min. HUF 250
Intra-company SEPA EUR transfer (Same day only.)	0.1%, min. HUF 250 + HUF 20,000
Urgent EUR via SEPA	0.1%, min. HUF 250 + HUF 20,000
Real Time EUR via TARGET	0.1%, min. HUF 250 + HUF 20,000
ING Company payment (Transfers between ING entities, included BMG Bank also) (Subject to individual agreement)	EUR 15
Inter-company payment (Transfer between two accounts held by legal entities belonging to the same economic group, with the usage of INTC codeword) (Subject to individual agreement)	EUR 15
Urgent FCY payment order	single payment order fee + EUR 100
Additional transfer fee when the beneficiary bank charges are taken by the ordering party	EUR 10
Execution of third party payment orders	0.25%, min EUR 35, max EUR 300 (orders containing amounts not exceeding EUR 100 are free of charge)

**II c. Collection Orders and Transfers upon the order of Authority (per item)**

Transfers between accounts held with the Bank	free of charge
Electronic collections initiated by the customer of the Bank	HUF 55 / item at the time of initiation
Paper-based collections initiated by the customer of the Bank	HUF 1,000
Transfers upon the order of authority by debiting the customer of the Bank (on template, payable by the customer) and execution of collection orders received against an account kept at the Bank	0.1%, min. HUF 250
Handling, amendment and cancellation of authorisations for collections on template	HUF 1,000 / item

Correspondence related to collections and transfers upon the order of authority	HUF 1,000 / item
Partial execution of collection orders and transfers upon the order of authority received against an account kept at the Bank	HUF 500 + 0.1% (min. HUF 250)

**II d. Multiple Payments (per item)**

Multiple transfer orders	0.01%, min. HUF 30 / item and 0.1%, min. HUF 250 / total amount
Multiple collections (payable at instructing)	HUF 15 / item
Service Fee (upon crediting)	0,01%, min. HUF 30
Fee of execution, payable by the payer	0.1%, min. HUF 250 / item
In-house multiple payments (transfers and collections)	free of charge
Handling, amendment and cancellation of authorisations for multiple collections in the provided forms.	HUF 1,000 / authorization
Correspondence related to multiple collections	HUF 1,000

**II e. Postal Services**

Electronic Postal transfer order (credit items)	0.1% bank fee + postal fee
Electronic Postal payment order (debit items)	HUF 50 bank fee + postal fee per item
Replacement of paper based Postal transfer order (credit items)	HUF 1,000 per item

**II f. Additional Fees by Method of Payment (per item)**

Orders through electronic banking system	free of charge
Standard transfer paper based order	HUF 750 / item
Orders received via telefax with fax test key and signature	HUF 1250 / order

**II g. SEPA Direct Debit**

**SEPA Direct Debit (as creditor)**

Batch	EUR 3	per batch	Core and B2B
Transaction	EUR 5	per transaction	Core and B2B
Request for cancellation	EUR 25	per transaction	Revocation
Unpaid	EUR 5	per transaction	Reject, Refusal
Refund authorised	EUR 5	per transaction	with valid mandate
Refund unauthorised	EUR 60	per transaction	without mandate
Maintenance contract (per each started month)	EUR 10	per contract/per month	

**SEPA Direct Debit (as debtor)**

Transaction	EUR 12	per transaction	
Mandate registration	EUR 12	per occurrence	Set-up, amendment, cancellation
Mandate block settings	EUR 12	per occurrence	
Mandate copy	EUR 30	per occurrence	
Unjustified request for refund	EUR 60	per occurrence	Core and B2B

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### III Cash Transactions

### Fee

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The total amount of fees to be paid on cash transactions set out in this Chapter III shall be the sum of the below mentioned fees plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective Act CXVI of 2012 on the Transaction Duty.

#### III a. Cash Deposit

Deposit in HUF at the teller desk	0.05%, min. HUF 300 of the amount deposited
Deposit in foreign currency at the teller desk	0.30%, min. EUR 1 of the amount deposited
Bulk cash deposit in HUF	0.05%, min. HUF 1,000 of the amount deposited
Bulk cash deposit in foreign currency	0.50%, min. EUR 5 of the amount deposited
Minutes drawn upon differences found with bulk cash deposits	HUF 1000 per document (Minutes)
Deposit in HUF, processed by a Cash Processing Company	0.03%, min. HUF 300 of the amount deposited
Deposit in foreign currency, processed by a Cash Processing Company	0.30%, min. EUR 1 of the amount deposited

#### III b. Cash Withdrawal

Withdrawal in HUF at the teller desk	0.20%, min. HUF 300 of the amount withdrawn
Withdrawal in foreign currency at the teller desk	1.00%, min. EUR 5 of the amount withdrawn
Bulk cash withdrawal in HUF	0.20%, min. HUF 1,000 of the amount withdrawn
Bulk cash withdrawal in foreign currency	1.00%, min. EUR 10 of the amount withdrawn

#### III c. Additional charges related to coins

Deposit of HUF coins (in case of depositing at the Teller, to be borne by the depositor)	Free of charge for up to 100 pieces of coins, above 100 pieces 2.00%, min. HUF 100 on the amount of coin deposit (over the fee of the cash deposit)
Deposit of foreign currency coins (in case of depositing at the Teller, to be borne by the depositor)	Free of charge for up to 25 pieces of coins, above 25 pieces 15% on the amount of coin deposit (over the fee of the cash deposit)
Coins are accepted in the following currencies	HUF, USD, CHF, EUR and GBP
The smallest denomination accepted	1 (except for EUR, where cents are accepted as well)
Withdrawal of HUF coins	Free of charge for up to 100 pieces of coins, above 100 pieces 2.00%, min. HUF 100 on the amount of coin withdrawal (over the fee of the cash withdrawal)

#### III d. Cash Denomination Change (Hungarian Forint)

50 pieces (or less) of bank notes and/or coins taken and/or disbursed for denomination change	free of charge
More than 50 pieces of bank notes and/or coins taken and/or disbursed for denomination change	In case of exchange of bank notes 2% upon the amount equal to the total value of the bank notes disbursed for denomination change and 5% upon the amount equal to the total value of the coins disbursed for denomination change
	In case of exchange of coins 5% upon the amount equal to the total value of the coins taken for denomination change

### III e. Acceptance of HUF Bank Notes and Coins that cannot be re-circulated

In case the validity and the denomination are doubtless, the Bank shall take HUF banknotes and coins for deposit and for denomination change that are damaged, flawed or difficultly recognizable at face value and without additional charge. The Bank accepts HUF banknotes for deposit or for denomination change which size exceed half of the original size. In case the size of the banknote presented does not exceed half of its original size, the Bank shall take over the banknote and forwards it to the National Bank of Hungary without offset.

Those Hungarian forint banknotes and coins which no longer qualify as official payment by the National Bank of Hungary are accepted by the bank as cash deposit or denomination change 30 days before the replacement deadline, – the date until the withdrawn banknotes and coins can be replaced into legal money- which is stated in the concerning NBH notice and in the edict. In case of banknotes and coins officially withdrawn from circulation by the NBH, the Bank shall replace banknotes up to 3 years and coins up to 1 year from the official date of their withdrawal from circulation with the available equivalent banknotes and/or coins, free of charge. The Bank also applies prior notice for the replacements like the large withdrawals.

### III f. Acceptance of Foreign Bank Notes that cannot be re-circulated

Damaged, dirty banknotes, if the size of the banknote is larger than 80.00% of the original one	15.00% of the face value
Damaged, dirty banknotes, if the size of the banknote is larger than 51.00%, but smaller than 80.00% of the original one	in case of successful collection 15% of the agreed value
In case of foreign banknotes withdrawn from circulation the Bank takes these items 30 days after officially withdrawn from circulation in case there is at least 90 days until the officially stated last day of exchange - 15.00 % of the face value.	15.00 % of the face value

### III g. Cash Transport

Cash collection and delivery	Upon individual agreement
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### III h. Prior Notice for Large Withdrawals

One-day prior notice until 12:00 p.m. is required in case of cash withdrawals in HUF above HUF 2.000.000 and two days prior notice until 12.00 p.m. in case of cash withdrawals in other currencies above EUR 5,000 or its equivalent amount in other foreign currency or any special denomination request. The notice shall be addressed to the Bank by phone or to the Vault of the Bank located at Dózsa György street in via fax message on the 06-1-235-2040 fax number.

Withdrawal of a large sum in cash without prior notice	HUF 10 000 in addition to the relevant cash withdrawal fee
Failure to withdraw cash according per the prior notification or late cancellation of prior notification	HUF 10 000

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## IV Account Keeping Conditions

	Fee
Account opening	free of charge
Minimum amount of account opening	none
Current account maintenance fee(per each started month)	HUF 5,000 / month and / currency
Non Resident current account maintenance fee(per each started month)	EUR 100 / month and / account <sup>1</sup>
Term deposit taken	free of charge

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<sup>1</sup> Charged on bank account agreements concluded on or after February 18, 2020.  
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## V Documentary Business

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### Fee

#### V a. Collections

Clean collection (bills, acceptances, etc.)	0.30%, min EUR 35 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law
Documentary collection	0.25%, min. EUR 35 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law
Cancellation / delivery of documents free of payment	0.25%, min. EUR 30
Release of goods sent to our address or at our disposal	0.40%, min. EUR 30
Handling of unpaid documents after 60 days	EUR 50 / month
Other (amendment, tracer, ...)	EUR 30 / amendment or tracer

#### V b. Documentary Credits

##### Export Letter of Credit (L/C)

Pre-advising	EUR 75
Advising	0.15%, min. EUR 100, max. EUR 1500
Forwarding L/C to another bank for further handling	EUR 75
Confirmation	subject to individual agreement
Amendment (except for increase in amount)	EUR 100 / amendment
Amendment (in case of amount increase)	0.15%, min. EUR 100, max. EUR 1500
Taking up of documents and payment	0.20%, min. EUR 100 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law if applicable
Taking up of documents and deferred payment	0,25% min. EUR 150 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law if applicable
Discrepancy fee / Correction of documents	EUR 75
Transfer / Assignment	subject to individual agreement
Discounting	subject to individual agreement
Cancellation of L/C	EUR 50
Counselling fee (Advising on the draft wording of the L/C, Preliminary examination of documents, Further advice)	EUR 75 / utilization

##### Import Letter of Credit (L/C)

Issuance (per each started month)	0.15%, min. EUR 100 / month or subject to individual agreement
Amendment (except for increase in amount or extension of validity)	EUR 100 / amendment
Amendment, in case of amount increase or extension of validity (per each started month during validity)	0.15%, min. EUR 100 / month or subject to individual agreement
Taking up of documents and payment	0,20% min. EUR 100 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law
Taking up of documents and deferred payment	0,25% min. EUR 150 plus the amount of the transaction duty to be paid by the Bank regarding the transaction pursuant to the effective rule of law
Handling of discrepant documents (if the beneficiary refuses payment)	EUR 75



Cancellation of L/C	EUR 50
Counselling fee (Advising on the draft wording of the L/C, Preliminary examination of documents, Further advice)	EUR 75 / utilization

### V c. Guarantees

#### Received Guarantees

Advising of Bank Guarantee issued by another bank (without undertaking any liability on our part) / increase of the amount	0.15%, min. EUR 100, max. EUR 1500
Amendment (except for increase in amount)	EUR 100 / amendment
Preparation and preliminary examination of the claim and relevant documents	EUR 75
Forwarding claims (signature authentication, forwarding via post or SWIFT)	
The Bank does not take any responsibility for the acceptance of the claim by the issuing bank or for the compliance of the demand letter.	0,20% min. EUR 100

#### Issued Guarantees

Issuance of bank guarantees (per each started month)	0.15%, min. EUR 100 / month or subject to individual agreement
Amendment	EUR 100 / amendment
Amendment, in case of amount increase or extension of validity (per each started month)	0.15%, min. EUR 100 / month or subject to individual agreement
Consulting, preparation of draft guarantee wording differing from the standards, advising on guarantee text	EUR 100 / occasion
Issuance of guarantee in two languages	EUR 30
Handling of claim	EUR 75
Withdraw of guarantee application before issuance	EUR 75
Cancellation of Issued Guarantee	EUR 75

### V d. Others

Tracer, signature authentication, verification, other correspondence	EUR 30 / occasion
Statement concerning relevant exposure, limit utilization	EUR 75
Urgency fee	EUR 75
Cancellation of prepared orders	EUR 75

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### VI Other Services

#### Fee

#### VI a. Account Statements

Daily or monthly statement (electronic)	free of charge
Daily statement (paper)	HUF 10,000 / account / month
Additional daily statement (paper)	HUF 10,000 / account / month
Monthly statement (paper)	free of charge
Monthly statement (paper, additional to the daily statements)	HUF 10,000 / account / month
Interest statement	HUF 10,000 / account / month
Daily or monthly statement via SWIFT (MT 940)	EUR 1 / SWIFT message
Intraday statement after transactions via SWIFT (MT942)	subject to individual agreement
Duplicate account statements at the customers' request	HUF 500 / statement
Duplicate account statements over three months	HUF 1,000 / statement

#### VI b. Confirmations (per item)

Confirmation (balance, execution, etc.)	HUF 750
Cancellation of confirmation request	HUF 750
Cover note, equity capital confirmation (share capital increase, reduction)	HUF 2,000
Urgent confirmation	HUF 2,000
Confirmation of items older than three months	HUF 3,000
Confirmation of banking signatories	HUF 3,000
Monthly Financial Transaction Tax	10.000 HUF / item
Provision of data sheet (for preferential customs contingent application)	HUF 5,000
Bank Information issuance	HUF 7,500
Detailed Bank Information issuance	HUF 15.000
Authorization letter on issuance of bank secret to a third party, as well as modification, cancellation of these	HUF 3,000 / item
Deletion, correspondence due to missing IBAN and/or BIC code, or incorrect beneficiary account number on the order	HUF 3,000
Correspondence, cancellation or amendment due payment instructions containing erroneous or missing data	HUF 3,000
Loan Administration related confirmation (outstanding loans, interest or principal payable notification, repaid interest, etc.)	HUF 5,000
Loan Administration related confirmation of items older than three months (outstanding loans, interest or principal payable notification, repaid interest, etc.)	HUF 10,000
Transactions report	HUF 10,000
Cut off and service fees report	HUF 10,000
List of signatories banking access rights	HUF 10,000
List of online banking access rights	HUF 10,000+ VAT
Bank Information for audit purposes	HUF 25,000
SWIFT message copy	HUF 500 / SWIFT message
Additional SWIFT messages	EUR 15 / SWIFT message
Cancellation of conversion payment	Depending upon the foreign exchange rate fluctuation

#### VI c. Electronic Banking Service – InsideBusiness Payments Hungary

Monthly fee of the InsideBusiness Payments Hungary service (per each started month)	HUF 3,000+VAT / month (no VAT applicable for non-resident clients)
Installation kit (includes 2 card readers and 2 smart cards)	free of charge
mToken	free of charge
Any additional smart card	HUF 6,000+ VAT / card
Any additional card reader	HUF 6,000+ VAT / card reader
Assistance at Client's location	HUF 10,000+VAT / occasion
Blocking of a smart card	free of charge
Posting installation package to the user via courier	courier fee

#### VI d. Telephone, Telefax and E-Mail Related Services

Inquiry about incomplete orders to enable execution	HUF 750 / occasion
Fax/e-mail at the customers' request	HUF 500 / page to Hungary
FX rates sent by fax/e-mail at the customers' request	HUF 750 / page
Secure e-mail subscription fee (includes 4 I-identity cards and 1 group mailbox certificate)	HUF 500 / page
Any additional I-identity card	EUR 500 / year
Additional group mailbox certificate	EUR 100
On site implementation support	EUR 200
	EUR 500

#### VI e. Investigation (per item)

Confirmation of orders with inadequate signature	HUF 1,500
Handling of payment orders with insufficient cover (cancellation at the end of the 3rd day)	HUF 3,000
Amendment /cancellation of payment orders	HUF 3,000
Amendment /cancellation of initiated collections	HUF 3,000
Cancellation of multiple (payment or collection) orders	HUF 10,000 / order files
Investigation of incomplete HUF orders, execution of Recall orders (incoming or outgoing)	HUF 3,000
Investigation of incomplete foreign currency orders (incoming or outgoing)	HUF 7,500
Investigation of items older than three months	HUF 10,000

#### VI f. Others

Domestic cash pool service implementation fee	HUF 50,000
Domestic cash pool monthly service fee (per each started month)	HUF 4,000 / participant account
Regional cash pool monthly service fee (based exclusively on individual agreement) (per each started month)	EUR 100 / participating account
Surcharge on payment order subject to non-standard (manual) execution (NOSTP items)	HUF 3,000 / item
Execution of the payment order upon the Client request delivered to the Bank after the prescribed COT	HUF 50,000 / request
Photocopies	HUF 250 / page
Copy of Court Registry	HUF 5,000
Pledge transactions with confirmation	subject to separate agreement, but minimum HUF 5,000 / transaction
Safekeeping of amounts	HUF 10,000 / month (after 6 month unsuccessful trial of identification HUF 50,000 / month) subject to separate agreement
Any other unlisted items	HUF 50,000
Reopening of closed account with negative balance	HUF 50,000
Courier fee in Budapest	HUF 3,000
Courier fee on countryside	HUF 10,000
Submission, amendment and cancellation of secondary account identifiers on template, and data reconciliation on a yearly basis	HUF 1,000 / item

## **I Execution and value dates of payments and collection orders (including direct debit)**

### **1. Execution of HUF Transfer Orders and Value Dates**

The Bank shall be obliged to execute transfer orders received only through its electronic banking system, on templates for Hungarian Forint transfers in line with Hungarian regulations. Those transfer orders which are denominated in HUF, received by the Bank through its electronic banking system, and are in line with the requirements of the relevant Hungarian regulations regarding the instant transfer order, shall be processed by the Bank as instant transfer order. In case of foreign currency transfers, instruction forms provided by the Bank are to be used. These standard form orders may be submitted to the Bank electronically, by mail or by tested fax (only to the fax number 06-1-235-2040). Authorisation card is required in case of orders delivered by messengers. The Bank may require further information before executing transfer or cash withdrawal payment orders regarding the payment orders from the customer, as well as check the data of such payment orders with the customer, according to the contact details provided prior by the customer.

#### **Hungarian Forint Transfer**

##### **In case of in-house payment orders (except for collection orders):**

Payment orders filed to the Bank before the applicable deadlines (which is 11:30 for paper based payment orders and 16:00 for electronic payment orders), the Bank executes such payment orders on the day of filing, i.e. debits the payer's account with the amount contained by the payment order.

Instant transfer orders filed to the Bank before the applicable deadline (which is 24:00 on every calendar day), the amount of the instant payment transaction is made accessible for the Client immediately by the Bank, thus allowing the Client to fully dispose over such funds immediately, provided that during the execution of the instant transfer order no conversion needs to be made.

##### **In case of in-house collection orders:**

Payment orders filed to the Bank before the applicable deadlines (11:30), the Bank executes such payment orders on the day of filing, i.e. debits the payer's account with the amount contained by the payment order.

##### **In case of Intraday GIRO transactions (including multiple payments but not including transfer upon the order of an authority and transfer upon resolution for transfer):**

The Bank shall ensure that the amount of the payment transaction is credited to the account of the beneficiary's payment service provider at the latest within four hours after receipt in case of payment orders (other than instant transfer orders) submitted to the Bank for the execution of a transfer on form or by means of electronic channel (InsideBusiness Payments Hungary, SWIFT), with the proviso that after 11:30 (in case of payment orders submitted on form) and after 16:00 (in case of payment orders submitted through electronic channel (InsideBusiness Payments Hungary, SWIFT)) payment orders arrived shall be deemed to have been received on the following business day. In case of instant transfer orders filed to the Bank before the applicable deadline (which is 24:00 on every calendar day) the Bank ensures that the amount of the instant

payment order is credited to the payee's payment service provider's account at the latest within five seconds after the receipt and authentication of the instant payment order.

In case the opening hours of the clearing system changes the Bank reserves the right to amend the cut off times and execution order of which it informs its Clients.

##### **Collection orders:**

Payment orders received by the Bank before 11:30 on templates or before 16:00 through the Bank's electronic banking system will be executed on the same banking day. Orders arriving later than these cut-off times will be executed on the next banking day.

##### **In case of VIBER transactions:**

Payment orders received by the Bank before 11:30 on standard PF1 forms or before 4:00 p.m. through the Bank's electronic banking system will be executed through the VIBER system on the same banking day when the Bank receives such payment orders. Orders arriving later than these cut-off times will be executed on the next banking day.

In case the opening hours of the clearing system changes the Bank reserves the right to amend the cut off times and execution order of which it informs its Clients.

##### **In case of postal transactions:**

Orders arriving before 12:30 p.m. through InsideBusiness Payments Hungary will be executed on the same banking day. Orders arriving later than these cut-off times and/or containing errors that can be amended by the Bank will be executed on the next banking day.

In case the opening hours of the clearing system changes the Bank reserves the right to amend the cut off times and execution order of which it informs its Clients.

### **2. Foreign Currency Transfer (standard FCY payment, SEPA transfer, Inter-company payment, ING company payment, LCY payment to abroad)**

SEPA transfer means, that the beneficiary account is located in the EEA, the transfer is denominated in Euro and the cost of the transfer is borne by the party who placed the order and the beneficiary (SHA). Foreign currency payment orders (except EUR payments to EEA country) received by the Bank via electronic banking channel before 15:00 (in case of paper based order 11:30 a.m.) will be executed on the indicated value date (earliest on the actual banking day) with spot value (settlement period of two days).

Foreign currency payment orders to EEA country in Euro received by the Bank via electronic banking channel before 16:00 (in case of paper based order 11:30 a.m.) are executed on the indicated value date (earliest on the actual banking day) with spot value (settlement period of one day).

In case of in-house foreign currency transfers the Bank will execute these payments on the indicated value date (earliest on the actual banking day). The applicable cut off time in case of payment receipt by the Bank via electronic banking channel is 16:00, for paper based order 11:30. The same rules should be applied for HUF transfers to abroad as in case of foreign currency transfers (cut-off times, forms, etc.).

## Execution- and Value Dates of Transfer Orders, Collections and Transfers upon the Order of Authority<sup>1</sup>- Electronic

	COT	Debit	Credit
<b>Intra Bank</b>			
HUF without conversion, in line with the requirements regarding the instant transfer orders set out in the relevant regulations	T 24:00	5 seconds	5 seconds
HUF without conversion (other than instant transfer orders)	T 16:00	T	T
FCY without conversion	T 16:00	T	T
HUF, FCY with conversion (other than instant transfer orders)	T 16:00	T	T
Collection against HUF account	T 16:00	T	T
Collection against foreign currency account	T 16:00	T	T
<b>To another Bank</b>			
HUF without conversion, in line with the requirements regarding the instant transfer orders set out in the relevant regulations	T 24:00	5 seconds	5 seconds
Domestic HUF single or multiple transfer without conversion	T 16:00	T	T
Domestic Direct Debit in HUF	T 16:00		T-5
Transfers upon the Order of Authority	T 16:00	T	T+1
HUF without conversion via VIBER	T 16:00	T	T
HUF without conversion abroad	T 16:00	T	T+2
EUR without conversion to EEA country via SEPA	T 16:00	T	T+1
EUR with conversion to EEA country via SEPA	T 16:00	T	T+1
EUR with conversion outside EEA	T 15:00	T	T+1
EUR without conversion outside EEA	T 15:00	T	T+1
Urgent EUR without conversion to EEA country via SEPA	T 16:00	T	T
Urgent EUR with conversion to EEA country via SEPA	T 16:00	T	T
Real Time EUR without conversion to EEA country via TARGET	T 15:00	T	T
Real Time EUR with conversion to EEA country via TARGET	T 15:00	T	T
EUR Direct Debit from EEA country via SEPA (SDD Core: First)	T 17:00		T-6
EUR Direct Debit from EEA country via SEPA (SDD Core: Recurrent)	T 17:00		T-3
EUR Direct Debit from EEA country via SEPA (SDD B2B: First, Recurrent)	T 17:00		T-2
FCY without conversion	T 16:00	T	T+2 <sup>2</sup>
FCY with conversion	T 16:00	T	T+2 <sup>2</sup>
HUF with conversion via GIRO	T 16:00	T	T
HUF with conversion via VIBER	T 16:00	T	T
HUF with conversion abroad	T 16:00	T	T+2
Urgent CAD, GBP, USD	T 16:00	T	T
Urgent CAD, GBP, USD with conversion	T 16:00	T	T
Urgent HUF to abroad	T 15:00	T	T
Urgent EUR with conversion outside EEA	T 14:00	T	T
Urgent EUR outside EEA	T 14:00	T	T
Urgent CHF, CZK, PLN, RON without conversion	T 12:00	T	T
Urgent CHF, CZK, PLN, RON with conversion	T 12:00	T	T
Urgent AUD, JPY, SGD without conversion	T 15:00	T	T+1
Urgent AUD, JPY, SGD with conversion	T 15:00	T	T+1

## Execution- and Value Dates of Transfer Orders, Collections and Transfers upon the Order of Authority<sup>1</sup> - Paper Based

	COT	Debit	Credit
<b>Intra Bank</b>			
HUF without conversion	T 11:30	T	T
FCY without conversion	T 11:30	T	T
HUF, FCY with conversion	T 11:30	T	T
Collection against HUF account	T 11:30	T	T
Collection against foreign currency account	T 11:30	T	T
<b>To another Bank</b>			
HUF single or multiple transfer without conversion	T 11:30	T	T
Transfers upon the Order of Authority	T 11:30	T	T+1
HUF without conversion via VIBER	T 11:30	T	T
HUF without conversion abroad	T 11:30	T	T+2
EUR without conversion to EEA country	T 11:30	T	T+1
EUR with conversion to EEA country	T 11:30	T	T+1
EUR with conversion outside EEA	T 11:30	T	T+1
EUR without conversion outside EEA	T 11:30	T	T+1
FCY without conversion	T 11:30	T	T+2 <sup>2</sup>
FCY with conversion	T 11:30	T	T+2 <sup>2</sup>
HUF with conversion via GIRO	T 11:30	T	T
HUF with conversion via VIBER	T 11:30	T	T
HUF with conversion abroad	T 11:30	T	T+2
Urgent FCY <sup>3</sup>	T 11:30	T	T
Urgent HUF to abroad	T 11:30	T	T
Urgent EUR with conversion outside EEA	T 11:30	T	T
Urgent EUR outside EEA	T 11:30	T	T
Urgent AUD, JPY, SGD without conversion	T 11:30	T	T+1
Urgent AUD, JPY, SGD with conversion	T 11:30	T	T+1

<sup>1</sup> The above conditions are not valid for the collection orders and for the transfers upon the order of authority.

<sup>2</sup> for the following currencies the credit date is T+3: HKD, HRK, ILS, NZD, THB, ZAR

<sup>3</sup> Only in CAD, CHF, CZK, EUR, GBP, PLN, RON and USD

## II. Execution of the credit entries and value dates

### 1. Hungarian Forint Credits

#### Through the GIRO System:

The Bank will credit all amounts received in favour of customer accounts either immediately when the Bank is advised that the nostro account of the Bank at the National Bank of Hungary has been credited with the relevant amounts or if the credit day is bank holiday then on the following banking day.

#### Through the VIBER System:

The Bank will credit all amounts received during the operation hours (between 08:00 and 18:00) through the VIBER system in favour of customer accounts either immediately when the Bank is advised that the nostro account of the Bank at the National Bank of Hungary has been credited with the relevant amounts or if the credit day is bank holiday then on the following banking day

#### Between accounts kept by the Bank:

In case of transfer orders handed in prior to the cut-off times (12 o'clock for paper-based orders and 4 p.m. for electronic orders) the Bank executes the order on the day of acceptance, i.e. credits the beneficiary's account.

In case of instant transfer orders filed to the Bank before the applicable deadline (which is 24:00 on every calendar day) the amount of the instant payment transaction is made accessible for the Client immediately by the Bank, thus allowing the Client to fully dispose over such funds immediately.

For in-house collection orders the Bank shall execute payment orders accepted before 12:00 on the day of acceptance, i.e. debits the payer's account and credits the payee's account.

#### Cash payment:

The Bank credits the amount of the cash paid in at its counters on the day of such payment.

#### Postal transfer orders (credit items):

Based on the amount credited by the Hungarian Post via the VIBER system the Bank credits the amount of the incoming postal transfers on the Client's account either on the same day the Bank's account with the National Bank of Hungary is credited or if the credit day is bank holiday then on the following banking day.

### 2. Foreign Currency Credits

In case of payment orders in EEC foreign currencies the Bank will credit all amounts received in favour of customer accounts either immediately when the Bank is advised that the nostro account of the Bank has been credited with the relevant amounts or if the credit day is bank holiday then on the following banking day.

In case of payment orders in other foreign currencies the Bank will credit all amounts received before 17.00 a.m. in favour of customer accounts either immediately when the Bank is advised that the nostro account of the Bank has been credited with the relevant amounts or if the

credit day is bank holiday then on the following banking day.

Cash deposits made at the Bank's counters will be credited to the accounts on the same banking day.

### 3. Cancellation of Payment Orders

The Bank shall execute the cancellation of payment orders solely based on the written, duly signed cancellation request form. In case of payment orders not booked previously, the Bank shall cancel such order based on the Client's request on a best effort basis. In case of payment orders processed and booked in the Bank's systems already the cancellation/collection of the payment is not guaranteed by the Bank and can result in unforeseen cost and time.

The cancellation of the following payment orders cannot be executed by the Bank:

- 1.) VIBER or urgent foreign currency denominated payments;
- 2.) In case the Bank has issued a confirmation on the execution of the payment order previously;
- 3.) In-house transfer.

#### Costs of payment order cancellation:

All costs resulting from the cancellation of the payment orders, (such as the cost resulting from the change in the foreign exchange position), shall be borne by the Client. In case the given payment order has already been processed in the Bank's systems, cancellation of such order might result in additional costs. The cost items arising in the wake of the cancellation of one payment order can be several items and of various reasons.

#### Cancellation not based on Client request:

Payment orders lacking the sufficient cover shall be automatically cancelled, irrespective of the Client ordering otherwise, 3 days subsequent to the relevant value date.

#### Cancellation of multiple payment orders due to lack of sufficient cover:

Multiple payment orders lacking sufficient cover on the value date shall be automatically cancelled. The package sent shall not be processed subsequently.

#### Cut off time for handing in Recall orders:

In case of same day settlement there is no possibility to submit cancellation requests. Executed orders can be recalled by the so called Recall order.

The ordering party can initiate Recall within 30 working days and the beneficiary should approve or reject the Recall request within 60 working days after payment acceptance.

#### Multiple collection revocation:

The cancellation orders shall be received before 9:00 a.m. on the day before of the receipt of original transfer order.

<b>Execution of the Credit Payments and Value Dates</b>	<b>COT</b>	<b>Credit</b>
HUF without conversion via GIRO (other than instant transfer orders)	T	Immediately when the Bank is advised that the nostro account of the Bank at the National Bank of Hungary has been credited
Instant transfer order	T:24:00	Immediately
HUF without conversion via VIBER	T 17:00	Immediately after the receipt of the payments by the Bank
HUF without conversion intrabank (other than instant transfer orders)	From internal transfer order	T
HUF with conversion (EEC currencies) (other than instant transfer orders)	According to the above types of HUF credit	T
HUF with conversion (EEC currencies) (other than instant transfer orders)	T	T
FCY items in EEC currencies (conversion and non-conversion items)	T	Immediately when the amount was received by the Bank (i.e., credited on its account held with MNB)
FCY items in non-EEC currencies (conversion and non-conversion items)	T 17:00	T



## ING Client Services

### 1. Telephone Numbers and e-mail address

In case of general inquiry on our services, please contact our Client Services Department.

Central phone numbers: +36 1 235 8800,  
+36 1 235 8700

E-mail: client.service.hu@ingbank.com

Telephone/Telefax number contact of Treasury Sales Department:

Telephone: 235-8500

Telefax: 235-6761

### 2. Services of ING Cards Amsterdam

In case you have an ING corporate card issued by ING Bank N.V. , please contact our colleagues as per the relevant service agreement.

Contact for ING Corporate Cards Amsterdam: Client services: +36 80 021 402

Back office: support.corporate.card@ing.nl

### 3. General Rules

In case of regular cash deposits of larger amounts (above HUF 10,000,000 or 500 pieces of coin per day), the Bank is authorised to accept such cash deposits only if delivered by security companies and concluded in a separate agreement. For the postal clearing transactions the Bank will charge to its Clients the actual Posta Zrt. fees, which fees may be modified by Posta Zrt from time to time.

Documentary collections will be handled in accordance with the prevailing conditions of the Uniform Rules for Collections Brochure issued by International Chamber of Commerce.

Documentary Credits will be handled in accordance with the prevailing conditions of the Uniform Customs and Practice for Documentary Credits Brochure issued by International Chamber of Commerce.

The special fees referred to in the electronic banking system utilisation agreements will change according to the new List of Terms and Conditions.

The rates listed in this document apply only to transactions, which can be handled using standard operating procedures.

Direct costs of the correspondent banks (postage, stamps, cable, SWIFT, telephone, etc.) charged to the Bank as well as fees and charges incurred by the Bank by order of the correspondents will be charged separately.

Special postal handling (courier, etc.) will be charged additionally.

Commissions and charges refused by our customers or which cannot be collected are to the orderer's debit.

The Bank refuses to bear any responsibility for delay, errors, misinterpretations, etc. that may arise from

**List of Terms and Conditions for Corporate**

incomplete or unclear instructions.

The Bank reserves its right to modify at any time and at its sole discretion the terms set forth in this List of Terms and Conditions and the range of services.

The Bank will debit - except for the maintenance and other monthly (electronic banking system utilisation and monthly statement) fees - the fees listed above to the Clients' accounts per items daily on the same banking day when such fees arise. Fees related to foreign currency accounts -determined in Forint- are debited by the Bank in the same currency as the account is denominated.

Fees charged for the usage of the electronic banking service shall be debited on the 1st, but before the 5th banking day of the month after the month that such fees relate to.

ING Bank N.V. is a member of the Dutch Deposit Guarantee Scheme (Deposit Guarantee Scheme). The goal of the Deposit Guarantee Scheme is to protect private individuals and small businesses having deposits with a bank that is under the supervision of De Nederlandsche Bank (DNB). The Deposit Guarantee Scheme ensures a minimum level of protection for deposits that private individuals and small businesses hold with banks in case of a bank referred above is unable to pay. The Deposit Guarantee Scheme guarantees an amount not exceeding EUR 40,000 per person per institution (regardless of the number of accounts), although there is a ten percent deductible for amounts from EUR 20,000 to EUR 40,000. (Since 7 October 2008 the Dutch Minister of Finance has decided to increase the guarantee under the deposit guarantee scheme for a period of one year to EUR 100.000, without deductible). This information on the Deposit Guarantee Scheme shall not be deemed as complete, further terms of and certain exceptions under the Deposit Guarantee Scheme coverage are set forth in the information brochure of the Bank prepared for this purpose and the Bank's General Terms and Conditions.

Based on the point a/ of the (1.) paragraph of article 51 of the Banking Law the Bank shall provide information to the Central Credit Information system about the Client's personal deposit and credit data, which are relating to credit and credit type agreements. The name and the address of the provider of Central Credit Information system: Bankközi Informatika Szolgáltató Zrt. (1025 Budapest, Mártonffy utca 25-27.)

### 4. Amendments

The Bank may unilaterally amend the conditions contained by the present List of Terms and Conditions - also to disadvantage of the Client - in case of the change of the following conditions and circumstances:

Introducing of a new service; a change in the local and

international financial market conditions, a change of law, change of law taxation rules, change of law Authorities' directions, change of the bank's business policy, a change in the risk of the service provided by the Bank or in the risk of the Client; lack of quotation on any interest quotation date in relation to the reference interest for the given interest period; any increase in the cost to the Bank regarding the Agreement due to the compliance by the Bank with either any relevant (i) Hungarian or Dutch law, administrative or central bank action or regulation, or change in the judicial or administrative interpretation thereof or (ii) any existing or future request from any central bank or authority; the separation of the base interest from the Bank's source costs; increase of the base interest; increase of the country risk (downgrading by a rating agency); increase of the CDS ('Credit default Swap') price of Hungary; change in the relevant exchange rate; changes in the conditions applied in the inter-bank market; changes in the service conditions of third persons used by the Bank to provide its services; extra costs of infrastructural developments emerged at the Bank due to providing of the service, improve of the service, introduction of a new service; extra costs emerged at the Bank due to the change in the purchase costs of assets or applications utilized by the Bank to provide the service; an increase in the service prices of the cash-transporting and cash-processing companies utilized by the Bank; an increase in the cash-handling prices charged by the Hungarian National Bank; extra costs emerged at the Bank due to new money-handling or money-processing

regulations; changes in the conditions of international card companies' services utilized by the Bank to provide bank card services; in case of outsourced services, the fee and cost amendments introduced by the third companies providing such outsource service; change in the service conditions of third persons used by the Bank to provide bank card services; change in the purchase price of assets or applications utilized by the Bank to provide the bank card service; furthermore extra costs emerged at the Bank due to the following reasons: the utilization of the loan in non-compliance with the original purpose, a decrease in the value of the security or guarantee, a change in the qualification of the Client by an external credit rating agency, a deterioration of the financial indicator numbers (especially, but not limited to the trading profit/loss, own equity, or external debts) of the Client, or its owner defined in the contract or its mother company (as mother company is defined in the Accounting Act); the failure of providing the Bank with the accountings; and other conditions and circumstances set out in the Bank's General Terms and Conditions ("Üzletszabályzat"), the Bank's relevant general terms and the agreement concluded by and between the Bank and the Client.

Otherwise to the amendment of this List of Terms and Conditions, the stipulations of the Bank's General Terms and Conditions ("Üzletszabályzat"), the Bank's relevant general terms and the agreement concluded by and between the Bank and the Client shall be applied.

## 5. Additional fees applied after termination of relationship

Type of service	Fee
Administration fee of any request received after the cease of the client relationship	HUF 10,000
Administration fee of any request received 3 month after the cease of the client relationship	HUF 20,000
Administration fee of any request received 1 year after the cease of the client relationship	HUF 30,000

ING Bank N.V. Hungary Branch  
 Head Office: 1068 Budapest, Dózsa György út 84/B., Hungary  
 Address: Pf. 320, H-1461 Budapest  
 Telephone: (36 1) 235 8800, (36 1) 235 8700  
 SWIFT: INGBHUHB  
 Code Reuters: INGA  
 Registered at Metropolitan Court  
 Reg. No. 01-17-000547

The activities of ING Bank N.V. Hungary Branch are listed in the notification No. 40468/4/2008 issued by the Hungarian Financial Supervisory Authority

